

**BID OPENING**  
**CITY OF SAN JOSE**  
**OFFICE OF THE CITY CLERK**

RECEIVED  
San Jose City Clerk  
City Clerk  
Time Stamp JUN 25 P 1:42

TOTAL BASE BID 389,949.

ALT NO. 1 \_\_\_\_\_

ALT NO. 2 \_\_\_\_\_

ALT NO. 3 \_\_\_\_\_

Alt No. 4 \_\_\_\_\_

Alt No. 5 \_\_\_\_\_

BID DATE: Thursday, June 25, 2009

Project Manager: Huy Nguyen – 975-7350

**MOORPARK/WEST SAN JOSE SANITARY SEWER  
IMPROVEMENT**

BIDDER NAME: J + M Inc.

☒ Bond \_\_\_\_\_ ☐ Cashier's Check \_\_\_\_\_

☒ Addendums Included ( ) \_\_\_\_\_

YES \_\_\_\_\_ NO \_\_\_\_\_

☒ NonCollusion Affidavit

YES \_\_\_\_\_ NO \_\_\_\_\_



# **PROPOSAL TO CITY OF SAN JOSE**

**FOR**

**MOORPARK / WEST SAN JOSE SANITARY SEWER IMPROVEMENT**

Name of Bidder: **JEM, INC.**

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on **Wednesday, May 27, 2009**, entitled **MOORPARK / WEST SAN JOSE SANITARY SEWER IMPROVEMENT** and the Specifications approved by the Director of Public Works on **Wednesday, May 27, 2009**, entitled **MOORPARK / WEST SAN JOSE SANITARY SEWER IMPROVEMENT** on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished

## SCHEDULE OF QUANTITIES

ITEM NO	SPEC. SECTION	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENSION
1a.	5-2	Street Clean-Up (\$500/day) (Revocable)	Day	30	\$500.00	\$15,000.00
1b.	5-2	Street Clean-Up (Additional unit price above minimum price listed in item 1a above) (Revocable)	Day	30	\$50.00	\$1,500.00
2.	11-1	Mobilization	L.S.	1	\$11,335.00	\$11,335.00
3.	12-1	Traffic Control	L.S.	1	\$15,972.00	\$15,972.00
4a	12-2	Police Officers (\$46.00/hour) (Revocable)	Hr.	40	\$46.00	\$1,840.00
4b	12-2	Police Officers (Additional unit price above minimum price listed in item 4a above) (Revocable)	Hr.	40	\$3.50	\$140.00
5.	15-1.2	Additional Potholing (Revocable)	Ea.	2	\$750.00	\$1,500.00
6.	25-1	Additional Backfill Material (Revocable)	Ton	100	\$28.50	\$2,850.00
7.	39-1	Additional Asphalt Concrete Pavement (Revocable)	Ton	50	\$200.00	\$10,000.00
8.	81-2	Remove and Replace Survey Monument (Revocable)	Ea.	2	\$525.00	\$1,050.00
9.	1301-4	Temporary Trench Pavement (Revocable)	L.F.	1105	\$6.65	\$7,348.25
10.	1301-5	Geotextile	L.F.	1105	\$1.10	\$1,215.50
11.	1301-6	Bedding Stabilization Material (Revocable)	Ton	40	\$33.00	\$1,320.00
12.	1302-2	Removal & Installation of 6-inch ES VCP	L.F.	1105	\$158.00	\$174,590.00
13.	1302-4	Trench Sheet piling, Shoring, and Bracing	L.S.	1	\$6,160.00	\$6,160.00
14.	1302-5	Reconnect Existing Sanitary Sewer Lateral	Ea.	9	\$650.00	\$5,850.00
15.	1302-5	Replace 4-inch Sanitary Sewer Lateral (Revocable)	L.F.	280	\$117.00	\$32,760.00
16.	1302-6	Standard Sanitary Sewer Cleanout (Revocable)	Ea.	2	\$635.00	\$1,270.00

17.	1305-1	New Standard Sanitary Sewer Manhole (Standard details D-11)	Ea.	2	\$7,270.00	\$14,540.00
18.	1501-3	Trial Diversion (Revocable)	L.S.	1	\$1,820.00	\$1,820.00
19.	1501-3	Diversion of Sewage Flows	L.S.	1	\$1,820.00	\$1,820.00
20.	1501-4	Sanitary Sewer Lateral Reinstatement	Ea.	8	\$488.00	\$3,904.00
21.	1501-6	Removal of Manhole Rungs	Ea.	12	\$360.00	\$4,320.00
22.	1501-7	Point Repair of Sanitary Sewer Pipe (Revocable)	Ea.	10	\$1,960.00	\$19,600.00
23.	1501-8	Cleaning of Pipelines	L.F.	1005	\$3.60	\$3,618.00
24.	1502	Installation of CIPP Liner in 6-inch VCP	L.F.	1005	\$24.25	\$24,371.25
25.	1503	Manhole Rehabilitation	Ea.	12	\$2021.25	\$24,255.00
TOTAL						\$389,949.00

The Contractor shall indicate, in the space provided below, the name and manufacturer of the CIPP Liner product to be used for this project, and failure to do so shall render the bid proposal non-responsive. The CIPP Liner product to be used for this project shall have passed testing in accordance with ASTM D 543 by the time of the bid opening, and failure to have passed shall render the bid proposal non-responsive.

Name of CIPP Liner Product:

M-Tube

Name of Manufacturer:

Mississippi Textile Corporation

in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

**The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.**

**Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.**

# NONCOLLUSION AFFIDAVIT

Project Title: **MOORPARK / WEST SAN JOSE SANITARY SEWER IMPROVEMENT.**

MIKE MARQUES, being first duly sworn, deposes and says that he/she is  
(print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

**The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.**

Executed on JUNE 25, 2009

J.E.M., INC.  
Legal Company Name

CORPORATION  
Indicate Type of Entity: Sole Proprietorship,  
Partnership (General/Limited Partners),  
Corporation, Joint Venture, etc.

City Business Lic. No.: 079306309

Expiration Date: SEPTEMBER 30, 2009

State Contractor Lic. No.: 176709

Classification: A

Expiration Date: SEPTEMBER 30, 2009

Federal I. D. No.: 941419318

Address: 6700 NATIONAL DR.

LIVERMORE, CA 94550

Mike Marques

By: Mike Marques Telephone: (925) 729-0300

Title: MIKE MARQUES- VICE PRESIDENT

\*\*\*\*\*

NOTARY PLEASE SEE ATTACHED

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared  
(name and title of officer)

\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

Notary Public





# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On 6.19.09  
Date

before me, Dawn M Ostryn (Notary Public)  
Here Insert Name and Title of the Officer

personally appeared Mike Marques  
Name(s) of Signer(s)

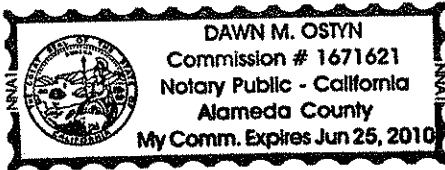
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dawn M Ostryn  
Signature of Notary Public

Place Notary Seal Above



## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Non - Collusion Affidavit

Document Date: 6.25.09 Number of Pages: 1

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

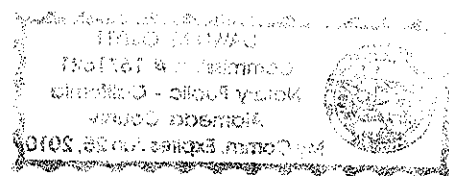
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OF SIGNER  
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Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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OF SIGNER  
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## **BIDDER'S BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, J & M, Inc. as PRINCIPAL, and The Guarantee Company of North America USA, a corporation duly organized under the laws of the State of Michigan and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of ten percent of the amount bid----- DOLLARS (\$ 10%---).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on Thursday, June 25, 2009 for **MOORPARK / WEST SAN JOSE SANITARY SEWER IMPROVEMENT**.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 16th  
day of June, 20 09.

PRINCIPAL

SURETY

J & M, Inc.  
Legal Company Name

The Guarantee  
Company of North America USA  
Legal Company Name

Corporation  
Indicate Type of Entity

By Mike Marques  
Title: **MIKE MARQUES**  
**VICE PRESIDENT**

By Daniela Mosunic  
Title: Daniela Mosunic  
Attorney-In-Fact

By \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Title: \_\_\_\_\_

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

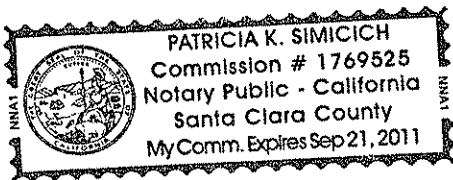
State of California

County of Santa Clara

On June 16, 2009 before me, Patricia K. Simicich, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Danijela Mosunic

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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OF SIGNER  
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OF SIGNER  
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1. The first part of the paper  
is devoted to a general  
discussion of the  
problem. It is shown that  
the problem is of great  
importance in the theory  
of the structure of the  
universe.





THE GUARANTEE COMPANY OF NORTH AMERICA USA  
Southfield, Michigan

# POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Danijela Mosunic, Patricia Simicich, Charles M. Griswold, Francis E. Cook  
Arthur J. Gallagher Risk Management Services - Cupertino*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 13th day of November, 2007.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN  
County of Oakland

*Stephen Dullard*

Stephen Dullard, Vice President

*Randall Musselman*

Randall Musselman, Secretary

On this 13th day of November, 2007 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



*Cynthia A. Takai*  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2012  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 16th day of June, 2009



*Randall Musselman*

Randall Musselman, Secretary



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

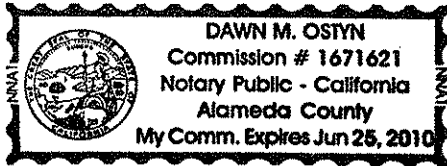
State of California

County of Alameda

On 6.19.09  
Date

before me, Dawn M Ostyn (Notary Public)  
Here Insert Name and Title of the Officer

personally appeared Mike Marques  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dawn M Ostyn  
Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Bidders Bond

Document Date: June 16, 2009

Number of Pages: 1

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

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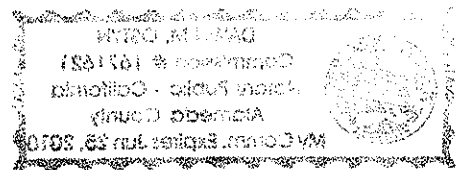
Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here



## **BIDDER'S BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, \_\_\_\_\_ as PRINCIPAL,  
and \_\_\_\_\_, a corporation duly organized under the  
laws of the State of \_\_\_\_\_ and duly licensed to become sole surety on bonds  
required or authorized by the State of California, as SURETY, are held and firmly bound unto the  
City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE  
TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the  
City of San Jose, for the work described below; for the payment of which sum in lawful money of  
the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators  
and successors, jointly and severally, firmly by these presents. In no case shall the liability of the  
Surety hereunder exceed the sum of \_\_\_\_\_ DOLLARS (\$  
\_\_\_\_\_).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose,  
for certain construction specifically described as follows, for which bids are to be opened in the  
Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose,  
CA 95113, on **Thursday, June 25, 2009** for **MOORPARK / WEST SAN JOSE SANITARY  
SEWER IMPROVEMENT**.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time  
and manner required under the specifications, after the prescribed forms are presented to Principal  
for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and  
files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance  
policies with the City, all as required by the specifications and the contract or by law, then the  
obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety  
and its bond shall be in no way impaired or affected by any extension of the time within which the  
Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the  
Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee  
to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Indicate Type of Entity

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

# LIST OF SUBCONTRACTORS

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

NAME OF SUBCONTRACTOR	LOCATION OF PLACE OF BUSINESS	NUMBER OF EMPLOYEES	PORTION (DESCRIPTION) OF WORK
Pacific Liners Pipeline Rehabilitation	70 Union Way Vacaville, CA 95687	Unknown at Bid Time	Bid items 20, 21, 23, 24, 25
Chrisp Company	43650 Osgood Rd Fremont, CA 94539	Unknown at Bid Time	Pavement Marking & striping





## **STATEMENT OF BIDDER'S EXPERIENCE**

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

**CONTRACT AMOUNT**

PLEASE SEE ATTACHED.

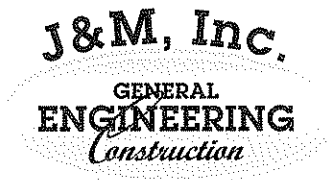
## STATEMENT OF BIDDER'S EXPERIENCE

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**PROJECT NAME**

**AGENCY/ENTITY**

**CONTRACT AMOUNT**[illegible]



Contractor Lic. # 176709A



1.

Project Name: **Fallon Village**  
Contract Price: **\$6,178,240.72**  
Project Description: **Large Private Subdivision (Sewer, Storm & Water)**  
Pipe Quantities & Diameter: **8" – 84" 6,000+ LF**  
Name, Address, and Telephone of Owner's Project Representative:  
**Braddock & Logan Group, (925) 736-4000**  
**4155 Blackhawk Plaza Cir. Danville, CA 94506**

2.

Project Name: **Warm Springs**  
Contract Price: **\$2,409,407.20**  
Project Description: **Private Residential (Sewer, Storm, & Water)**  
Pipe Quantities & Diameter: **6" – 48" 3,500+ LF**  
Name, Address, and Telephone of Owner's Project Representative:  
**KB Home South Bay, (925) 750-1742**  
**6700 Koll Center Pkwy. Pleasanton, CA 94566**

3.

Project Name: **Tralee**  
Contract Price: **\$1,564,263.43**  
Project Description: **Residential & Commercial (Sewer, Storm, & Water)**  
Pipe Quantities & Diameter: **6" - 36" 2,900+ LF**  
Name, Address, and Telephone of Owner's Project Representative:  
**Pinn Brothers, (925) 449-7900**  
**2301 Armstrong St, Livermore, CA 94551**

4.

Project Name: **Milpitas Sewer Deficiency & Structural Correction Program**  
Contract Price: **\$580,000.00**  
Project Description: **Remove & Replace Sanitary Sewer**  
Pipe Quantities & Diameter: **2,370 LF of 8" PVC**  
Name, Address, and Telephone of Owner's Project Representative:  
**Jeff Leung, City of Milpitas, (408) 586-3326**  
**455 East Calaveras Blvd., Milpitas, CA 95035**

5.

Project Name: **Forcemain South Interceptor Relocation, SD-327**  
Contract Price: **\$1,779,420.00**  
Project Description: **Relocate Existing SSFM**  
Pipe Quantities & Diameter: **1200 LF of 48" RCP**  
Name, Address, and Telephone of Owner's Project Representative:  
**Pam Hopkins, EBMUD, (510) 287-1326**  
**375 - 11<sup>th</sup> Street, Oakland, CA 94607**

6.

Project Name: **Livermore Annual Sewer Replacement**  
Contract Price: **\$1,021,586.00**  
Project Description: **Remove & Replace Existing Sanitary Sewer**  
Pipe Quantities & Diameter: **3,105 LF of 8" PVC & 1,296 LF of 12" PVC**  
Name, Address, and Telephone of Owner's Project Representative:  
**Mike Stamm, City of Livermore, (925) 960-4543**  
**1052 South Livermore Ave., Livermore, CA 94550**

